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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 LOCALS 302 & 612 OF THE
12 INTERNATIONAL UNION OF
13 OPERATING ENGINEERS
14 CONSTRUCTION INDUSTRY
15 HEALTH & SECURITY FUND, et
16 al.,

17 Plaintiff,

18 v.

19 WEST COAST CONSTRUCTION
20 CO., INC.,

21 Defendant.

CASE NO. C13-1950RAJ

ORDER

22 This matter comes before the court on plaintiff's motion for default judgment.
23 Dkt. # 6.

24 The court's role in considering a motion for default judgment is not ministerial.
25 The court must accept all well-pleaded allegations of the complaint as established fact,
26 except facts related to the amount of damages. *TeleVideo Sys., Inc. v. Heidenthal*, 826
27 F.2d 915, 917-18 (9th Cir. 1987). Where those facts establish a defendant's liability, the
court has discretion, not an obligation, to enter a default judgment. *Aldabe v. Aldabe*, 616

1 F.2d 1089, 1092 (9th Cir. 1980); *Alan Neuman Productions, Inc. v. Albright*, 862 F.2d
2 1388, 1392 (9th Cir. 1988). The plaintiff must provide evidence to support a claim for a
3 particular sum of damages. *TeleVideo Sys.*, 826 F.2d at 917-18; *see also* Fed. R. Civ. P.
4 55(b)(2)(B). Where the plaintiff cannot prove that the sum he seeks is “a liquidated sum
5 or capable of mathematical calculation,” the court must conduct a hearing or otherwise
6 ensure that the damage award is appropriate. *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th
7 Cir. 1981).

8 The court cannot enter default judgment for several reasons. Plaintiffs have
9 provided the court unexecuted agreements. Dkt. # 7-1 at 47-48 (Ex. B); # 7-2 at 37-39
10 (Ex. C). Additionally, plaintiff has not identified or clearly marked specific portions of
11 the agreements upon which it relies, and the court will not dig through the record to find
12 the relevant portions. *See* Local Rules W.D. Wash. CR 10(e)(10).

13 For all the foregoing reasons, the court DENIES plaintiff’s motion. Plaintiff may
14 file a renewed motion for default judgment that complies with the Local Rules and that
15 provides executed agreements.

16 Dated this 7th day of May, 2014.

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20 The Honorable Richard A. Jones
21 United States District Judge
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